

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
European Soaps, Ltd.		01/15/2008	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	European Soaps, LLC
Street Address:	250 Park Avenue South, 7th Floor
Internal Address:	c/o SJ Capital Partners III, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10003-1402
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2150788	
Registration Number:	2150787	PRE DE PROVENCE
Registration Number:	3306784	PRÉ DE PROVENCE
Registration Number:	1374473	PRE DE PROVENCE
Registration Number:	2447014	MONKEY BUSINESS
Registration Number:	2345207	FACON SOLEIL
Registration Number:	2346987	FACON SOLEIL

CORRESPONDENCE DATA

Fax Number: (212)715-8000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-715-9103
 Email: KLtrademark@kramerlevin.com
 Correspondent Name: Theodore J. Mlynar
 Address Line 1: 1177 Avenue of the Americas

CH \$190.00 2150788

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 61173/4

NAME OF SUBMITTER: Ashley B. Roberts

Signature: /Ashley B. Roberts/

Date: 01/28/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is dated as of January 17, 2008 (the "Effective Date"), by and between European Soaps, Ltd., a Washington corporation ("Assignor"), and European Soaps LLC, a Delaware limited liability company ("Assignee"), collectively referred to as the "Parties".

17, 2008 (the "APA") and Assignor wishes to assign to Assignee, and Assignee wishes to receive, the entire right, title and interest in and to Assignor's trademarks, and the applications and registrations thereof, listed in Schedule A hereto and made a part hereof, in the countries and jurisdictions respectively identified therein, together with the good will associated therewith (collectively the "Trademarks");

NOW, THEREFORE, in consideration of the amount of Ten U.S. Dollars (\$10), the consideration set forth in the APA, and for other good and valuable consideration, the receipt, sufficiency and validity of which the Parties hereby acknowledge, the Parties, intending to be legally bound, agree as follows:

1. Assignor represents and warrants that it is the owner of all rights, title and interest, free and clear of all encumbrances, liens, licenses, and claims, in and to the Trademarks.
2. Assignor hereby assigns, conveys, transfers, and sets over to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks; all claims arising thereunder, if any, which may have arisen prior to the date of this Assignment; and the right to sue or otherwise seek and recover damages, profits or other remedies (monetary, injunctive, declaratory, or otherwise) for any past, present or future infringement, improper use, or other violation of, the Trademarks.
3. Assignor does hereby constitute and appoint Assignee, its successors and assigns, as Assignor's true and lawful agent and attorney, with full power of substitution, association and revocation, for Assignor and in its place and stead or otherwise, by and on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to prosecute and to receive the certificates of registrations for the applications set forth in Schedule A, to maintain the registrations of and to transact all business in the U.S. Patent and Trademark Office and before all foreign government authorities and counterpart offices worldwide in connection with the Trademarks, and to execute all documents, to take all such further actions, and to institute and prosecute in Assignor's name or otherwise, any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns, deem advisable in connection with the Trademarks. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are irrevocable.
4. Assignor shall sign all acknowledgements, assignments and other documents required, and shall cooperate with the Assignee, to transfer, convey and assign to the Assignee all of the Assignor's right, title and interest in and to the Trademarks and to assist the Assignee's recordation of ownership in the Trademarks. Assignee shall pay all costs of recording assignments needed to transfer Trademarks to Assignee, including assignments from Coup de Chance, LLC to Assignor, where applicable.

5. Neither the making nor the acceptance of this Assignment shall enlarge, restrict or otherwise modify the terms of the APA or constitute a waiver or release by the Assignor of the Assignee of any liabilities, duties or obligations imposed upon either of them by the terms of the APA, including, without limitation, the representations and warranties and other provisions which the APA provides shall survive the date hereof as provided in the APA. In the case of conflict between the APA and this Assignment, the terms of the APA shall control.

6. This Assignment, and the rights and obligations, liabilities and commitments of the Parties hereunder, shall be governed, including as to validity, interpretation and effect, by the internal laws of the State of Delaware, without regard to the principles of conflicts of laws of any state, country, jurisdiction, treaty or otherwise.

7. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signature page follows.

IN WITNESS WHEREOF, each of the Parties has caused its duly authorized representative to execute this Assignment on its behalf, effective as of the Effective Date.

ASSIGNOR

ASSIGNEE

EUROREAN SOAPS, LTD.

EUROPEAN SOAPS LLC

By: [Signature]

By: _____

Name: Dennis Engblom

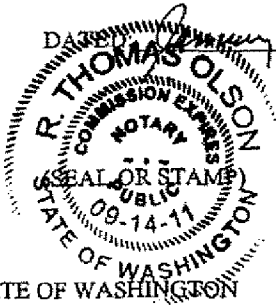
Name:

Title: Chairman

Title:

STATE OF WASHINGTON)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Dennis Engblom is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument on behalf of European Soaps, Ltd, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



DA300 September 15, 2008

[Signature]

Printed Name: R. Thomas Olson
Notary Public in and for State of Washington
residing at Seattle
My appointment expires: 9-14-11

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument on behalf of European Soaps, LLC, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2008

(SEAL OR STAMP)

Printed Name:
Notary Public in and for _____
residing at _____
My appointment expires:

IN WITNESS WHEREOF, each of the Parties has caused its duly authorized representative to execute this Assignment on its behalf, effective as of the Effective Date.

ASSIGNOR

ASSIGNEE

EUROPEAN SOAPS, LTD.

EUROPEAN SOAPS LLC

By: _____

By: Scott Johnson

Name:

Name: Scott Johnson

Title:

Title: Chairman

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument on behalf of European Soaps, Ltd, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2008

(SEAL OR STAMP)

Printed Name:
Notary Public in and for _____
residing at
My appointment expires:

STATE OF NEW YORK)
) ss.
NEW YORK COUNTY)

I certify that I know or have satisfactory evidence that Scott Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument on behalf of European Soaps, LLC, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: January 15, 2008

(SEAL OR STAMP)

Printed Name: Brandon Gregory
Notary Public in and for _____
residing at
My appointment expires: Oct. 1, 2011

BRANDON GREGORY
Notary Public, State of New York
No. 01GR6174946
Qualified in New York County
Commission Expires Oct. 1, 2011

Schedule A

MARK	COUNTRY / JURISDICTION	REGISTRATION / APPLICATION NO.
BIRD & TWIG Design	Australia	891770
BIRD & TWIG Design	Canada	TMA499507
BIRD & TWIG Design	China	1204115
BIRD & TWIG Design	Hong Kong	06078/2002
BIRD & TWIG Design	Japan	4200211
BIRD & TWIG Design	Malaysia	01013993
BIRD & TWIG Design	New Zealand	735741
BIRD & TWIG Design	South Korea	0603759
BIRD & TWIG Design	Taiwan	01025913
BIRD & TWIG Design	United States	2150788
PRE DE PROVENCE & design	Australia	891771
PRE DE PROVENCE & design	Canada	TMA560538
PRE DE PROVENCE & design	China	1204109
PRE DE PROVENCE & design	IR (CTM, Norway, Sweden)	888287
PRE DE PROVENCE & design	Hong Kong	07498/2002
PRE DE PROVENCE & design	Japan	4200212
PRE DE PROVENCE & design	Malaysia	01013992
PRE DE PROVENCE & design	New Zealand	735918
PRE DE PROVENCE & design	South Korea	0623253
PRE DE PROVENCE & design	Taiwan	01021623
PRE DE PROVENCE & design	United States	2150787
PRE DE PROVENCE	Canada	TMA560539
PRE DE PROVENCE	China	1192105
PRE DE PROVENCE	CTM	464446
PRE DE PROVENCE	Japan	4180111
PRE DE PROVENCE	United States	3306784
PRE DE PROVENCE	United States	1374473
MONKEY BUSINESS	United States	2447014 (Cancellation Pending)
FACON SOLEIL & design	United States	2345207 (Cancelled)
FACON SOLEIL & design	United States	2346987 (Cancelled)

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RECORDED: 01/28/2008

REEL: 003705 FRAME: 0013